

**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

CCO: 131    Suppl. No. 0    Contract No. 04 - 0120F4    Road SF-80-13.2/13.9    FED. AID LOC.:

To: **AMERICAN BRIDGE/FLUOR ENTERPRISES INC A JOINT VENTURE**

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate

**Extra Work at Agreed Unit Price:**

Implement and execute a welder training and performance program at ZPMC's facility in China to provide "specifically trained" welders to perform fabrication work on OBG Lifts 13 and 14. For the purpose of this change order, "specifically trained" shall be defined as the successful completion of a training program, administered by the Contractor, which at a minimum shall include the following:

1. Training on how to implement welding techniques that improve weld quality. Welders considered for the program shall have AWS D1.5 certification or other recognized training equivalent.
2. A verification test, similar to that used by AWS QC7-93 Supplement G, utilizing a Welding Procedure Specification (WPS) approved for production welding on OBG Lifts 13 and 14.

The welder training and performance program will include 1) Welder Training, 2) Welder Retention, 3) Preparation of Training Panels and 4) Deck Panel Quality Performance.

**Item 1 – Welder Training**

For each welder "specifically trained" for this change order, the Contractor will be compensated at the agreed unit price of \$1,500.00 per "specifically trained" welder, which will include compensation for a welder tool kit that contains the basic hand tools used during the training.

In order to qualify for the compensation, the Contractor shall provide documentation of welder "specific training", including date of training, successful verification test, welding positions, welding processes and an identification card with the welder's name and photo. The Engineer will determine if a welder meets the minimum criteria to receive this compensation.

**Estimate of Extra Work at Agreed Unit Price:**

100 "Specifically Trained" Welders at \$1,500.00 EA = ..... \$ 150,000.00

**Item 2 – Welder Retention**

For retention of "specifically trained" welders, the Contractor will be compensated at the agreed unit price of \$1000.00 for each welder "specifically trained" under Item 1 who continues to perform and/or completes fabrication work on OBG Lifts 13 and 14, except for fabrication of U-rib deck panels, as provided in this change order. Compensation for "specifically trained welders who perform fabrication work on U-rib deck panels will be as provided in Item 4 below.

In order to qualify for this compensation, the "specifically trained" welder must perform fabrication welding work on OBG Lifts 13 and 14, except U-rib deck panels, for a minimum of 20 shifts per month for either 1) a minimum of six months, or 2) until completion of fabrication of the component, as determined by the Engineer. For the purpose of this retention incentive, components will be considered OBG Lift 13 & 14 subassemblies such as floor beams, bottom and side panels, anchorage plates, k-plates, saddle grillages, etc.

This compensation will not be provided unless the Contractor provides documentation, as determined by the Engineer, in support of the "specifically trained" welder's engagement on fabrication work for OBG Lifts 13 and 14, except U-rib deck panels.

**Estimate of Extra Work at Agreed Unit Price:**

100 "Specifically Trained" Welders at \$1000.00 per Welder = ..... \$ 100,000.00

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**Item 3 – Training Panels**

In order to enhance welding procedures, the Contractor will be compensated at the agreed unit price of \$20,000.00 per deck panel to complete up to eight (8), "green tag" acceptable U-rib deck panels (Type A1) as training panels. Each U-rib fabrication crew shall complete a minimum of two acceptable training panels for purpose of payment under this change order. The panels shall be constructed following every step and phase of the fabrication process, including but not limited to, cutting, beveling, U-rib bending, fit up, tack welding, production welding, QC/QA process, repair, NDT, PAUT and necessary repairs through the QC/QA "green tag" acceptance of the panels. Training panels shall be complete in every aspect in the same manner as production panels. The Engineer will determine acceptance of the training panels for the purposes of compensation at the agreed upon rate per deck panel. The training panels will not be incorporated into the permanent OBG work.

Estimate of Extra Work at Agreed Unit Price:

8 Training Deck Panels at \$20,000 per Deck Panel = ..... \$160,000.00

**Item 4 – Deck Panel Quality Performance**

The Contractor will be compensated at the agreed unit prices per deck panel indicated below for weld quality performance measured during the production of Type A1 U-rib deck panels. In order to receive this compensation, welders on the U-rib deck panel fabrication crew shall be "specifically trained" under Item 1 of this change order. Deck panels meeting the weld quality criteria indicated will be compensation at the agreed price per deck panel shown below.

Tack Weld Indications Found by MT:	Quality Incentive
a) 0% to <2% defects per total tack welds per deck panel	\$ 500.00
b) 2% to <5% defects per total tack welds per deck panel:	\$ 300.00
c) 5% to <7% defects per total tack welds per deck panel:	\$ 100.00
d) Greater than 7% defects per total tack weld per deck panel:	\$ 0.00

**Final VT of Gantry Welds:**

a) 0% to <2% defects per length of weld per deck panel	\$ 500.00
b) 2% to <5% defects per length of weld per deck panel:	\$ 300.00
c) 5% to <7% defects per length of weld per deck panel:	\$ 100.00
d) Greater than 7% defects per length of weld per deck panel:	\$ 0.00

**PAUT Repairs:**

a) 0% to <4% defects per length of weld per deck panel	\$ 500.00
b) 4% to <7% defects per length of weld per deck panel:	\$ 300.00
c) 7% to <10% defects per length of weld per deck panel:	\$ 100.00
d) Greater than 10% defects per length of weld per deck panel:	\$ 0.00

If a deck panel qualifies under more than one of the weld performance categories listed above (Tack Weld Indications, Final VT of Gantry Welds and PAUT Repairs), the maximum performance based incentive compensation shall not exceed \$1,000.00 per deck panel.

In order to receive this compensation, the Contractor shall provide adequate documentation, as determined by the Engineer, of the weld quality achieved on each deck panel to determine the quality performance levels indicated in the above three (3) categories and associated compensation per deck panel. In order to qualify for this compensation, the Contractor must complete the training deck panel work provided for in Item 3 of this change order.

Estimate of Extra Work at Agreed Unit Price:

160 Type A1 Deck Panels at \$1000/Deck Panel ..... \$160,000.00

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## Summary of Estimate of Extra Work at Agreed Unit Prices:

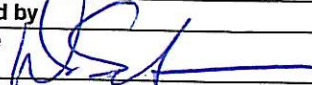

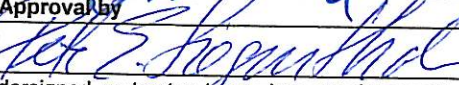
Item 1 - Welder Training	\$150,000.00
Item 2 - Welder Retention	\$100,000.00
Item 3 - Deck Panel Training Panels	\$160,000.00
Item 4 - Deck Panel Quality Performance	\$160,000.00
Total Estimated Extra Work at Agreed Unit Price:	\$570,000.00

It is agreed the maximum compensation to be provided for the extra work items identified in this change order will not exceed \$570,000.00. It is further agreed that the training and performance program provided for in this change order may be terminated, all or in part, at any time by either the Contractor or the Engineer.

The above agreed unit prices constitute full compensation, including all markups, for the work of this change.


Estimated Cost: Increase ☒ Decrease ☐ \$570,000.00

By reason of this order the time of completion will be adjusted as follows: 0 days

Submitted by Signature 	Resident Engineer	Darryl Schram for Gary Pursell, Sup.T.E.	Date 3/25/10
Approval Recommended by Signature 	Supervising Transportation Engineer	Gary Pursell, Sup.T.E.	Date 3/25/10
Engineer Approval by Signature 	Principal Transportation Engineer	Peter Siegenthaler, Prin.T.E.	Date 4/27/10

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Contractor Acceptance by Signature 	(Print name and title)	Michael D. Flowers Project Director	Date 4-26-10
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